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8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**

10 JOANNA KUEHL,

11 Plaintiff,

12 v.

13 GENERAL MOTORS, LLC, a
14 limited liability company; and DOES
1 through 10, inclusive,

15 Defendants.
16

Case No. 2:23-CV-06980-SB-SK

Honorable Steve Kim, Magistrate Judge

STIPULATED PROTECTIVE ORDER

Complaint Filed: July 27, 2023
Trial Date: February 5, 2024

1 1. A. PURPOSES AND LIMITATIONS

2 Discovery in this action may involve production of confidential, proprietary,
3 or private information for which special protection from public disclosure and from
4 use for any purpose other than use in this Action may be warranted. Accordingly,
5 the parties hereby stipulate to enter the following Stipulated Protective Order. The
6 parties acknowledge that this Order does not confer blanket protections on all
7 disclosures or responses to discovery and that the protection it affords from public
8 disclosure and use extends only to the limited information or items that are entitled
9 to confidential treatment under the applicable legal principles.

10 B. GOOD CAUSE STATEMENT

11 This action may involve trade secrets, commercial, financial, technical
12 and/or proprietary information for which special protection from public disclosure
13 and from use for any purpose other than prosecution of this Action is warranted.
14 Such confidential and proprietary materials and information consist of, among
15 other things, confidential business or financial information, information regarding
16 confidential business practices, or other confidential research, development, or
17 commercial information (including information implicating privacy rights of third
18 parties or others), information otherwise generally unavailable to the public, or
19 which may be privileged or otherwise protected from disclosure under state or
20 federal statutes, court rules, case decisions, or common law. Accordingly, to
21 expedite the flow of information, to facilitate the prompt resolution of disputes
22 over confidentiality of discovery materials, to adequately protect information the
23 parties are entitled to keep confidential, to ensure that the parties are permitted
24 reasonable necessary uses of such material in preparation for and in the conduct of
25 trial, to address their handling at the end of the Action, and serve the ends of
26 justice, a protective order for such information is justified in this matter. It is the
27 intent of the parties that information will not be designated as confidential for
28 tactical reasons.

1 2. DEFINITIONS

2 2.1 Action: This pending lawsuit.

3 2.2 Challenging Party: a Party or Non-Party that challenges the
4 designation of information or items under this Order.

5 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
6 how it is generated, stored or maintained) or tangible things that qualify for
7 protection under Federal Rule of Civil Procedure 26(c) or as specified above in the
8 Good Cause Statement.

9 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
10 their support staff).

11 2.5 Designating Party: a Party or Non-Party that designates information or
12 items that it produces in any Disclosure or Discovery Material as
13 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
14 ONLY.”

15 2.6 Disclosure or Discovery Material: all items or information, regardless
16 of the medium or manner in which it is generated, stored, or maintained (including,
17 among other things, testimony, transcripts, text, messages, and tangible things),
18 that are produced or generated in disclosures or responses to discovery in this
19 Action.

20 2.7 Expert: a person with specialized knowledge or experience in a matter
21 pertinent to the Action who has been retained by a Party or its counsel to serve as
22 an expert witness or as a consultant in this Action.

23 2.8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
24 Information or Items: extremely sensitive information the disclosure of which
25 would create a substantial risk of serious harm that could not be avoided by less
26 restrictive means.

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1 2.9 House Counsel: attorneys who are employees of a party to this Action.
2 House Counsel does not include Outside Counsel of Record or any other outside
3 counsel.

4 2.10 Non-Party: any natural person, partnership, corporation, association,
5 or other legal entity not named as a Party to this Action.

6 2.11 Outside Counsel of Record: attorneys who are not employees of a
7 party to this Action but are retained to represent or advise a party to this Action
8 and have appeared in this Action on behalf of that party or are affiliated with a law
9 firm which has appeared on behalf of that party, and includes support staff.

10 2.12 Party: any party to this Action, including all of its officers, directors,
11 employees, consultants, retained experts, and Outside Counsel of Record (and their
12 support staffs).

13 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
14 Discovery Material in this Action.

15 2.14 Professional Vendors: persons or entities that provide litigation
16 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
17 demonstrations, and organizing, storing, or retrieving data in any form or medium)
18 and their employees and subcontractors.

19 2.15 Protected Material: any Disclosure or Discovery Material that is
20 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
21 ATTORNEYS’ EYES ONLY.”

22 2.16 Receiving Party: a Party that receives Disclosure or Discovery
23 Material from a Producing Party.

24 3. SCOPE

25 The protections conferred by this Stipulation and Order cover not only
26 Protected Material, but also (1) any information copied or extracted from Protected
27 Material; (2) all copies, excerpts, summaries, or compilations of Protected
28 Material; and (3) any testimony, conversations, or presentations by Parties or their

1 Counsel that might reveal Protected Material. This Order does not govern the use
2 of Protected Material at trial.

3 4. DURATION

4 Even after final disposition of this Action, the confidentiality obligations
5 imposed by this Order shall remain in effect until a Designating Party agrees
6 otherwise in writing or a court order otherwise directs. Final disposition shall be
7 deemed to be the later of (1) dismissal of all claims and defenses in this Action,
8 with or without prejudice; and (2) final judgment herein after the completion and
9 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
10 including the time limits for filing any motions or applications for extension of
11 time pursuant to applicable law.

12 5. DESIGNATING PROTECTED MATERIAL

13 5.1 Exercise of Restraint and Care in Designating Material for Protection.

14 Each Party or Non-Party that designates information or items for protection under
15 this Order must take care to limit any such designation to specific material that
16 qualifies under the appropriate standards. The Designating Party must designate for
17 protection only those parts of material, documents, items, or oral or written
18 communications that qualify so that other portions of the material, documents,
19 items, or communications for which protection is not warranted are not swept
20 unjustifiably within the ambit of this Order. If it comes to a Designating Party's
21 attention that information or items that it designated for protection do not qualify
22 for protection, that Designating Party must promptly notify all other Parties that it
23 is withdrawing the inapplicable designation.

24 5.2 Manner of Designations. Except as otherwise provided in this Order
25 or as otherwise stipulated or ordered, Disclosure or Discovery Material that
26 qualifies for protection under this Order should be clearly so designated before the
27 material is disclosed or produced. If any Protected Material is produced in a native
28 electronic format and a designation of "CONFIDENTIAL" or "HIGHLY

1 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” cannot reasonably be
2 designated on the native file, then such designation shall be reasonably
3 communicated by the Designating Party to the Receiving Party at the time of
4 production.

5 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
6 failure to designate qualified information or items does not waive the Designating
7 Party’s right to secure protection under this Order for such material. Upon timely
8 correction of a designation, the Receiving Party must make reasonable efforts to
9 assure that the material is treated in accordance with the provisions of this Order.

10 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

11 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
12 designation at any time that is consistent with the Court’s Scheduling Order.

13 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
14 resolution process under Local Rule 37.1 et seq.

15 6.3 The burden of persuasion in any such challenge proceeding shall be
16 on the Designating Party. Frivolous challenges, and those made for an improper
17 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
18 parties) may expose the Challenging Party to sanctions. Unless the Designating
19 Party has waived or withdrawn the confidentiality designation, all parties shall
20 continue to afford the material in question the level of protection to which it is
21 entitled under the Producing Party’s designation until the Court rules on the
22 challenge.

23 7. ACCESS TO AND USE OF PROTECTED MATERIAL

24 7.1 Basic Principles. A Receiving Party may use Protected Material that is
25 disclosed or produced by another Party or by a Non-Party in connection with this
26 Action only for prosecuting, defending, or attempting to settle this Action. Such
27 Protected Material may be disclosed only to the categories of persons and under
28 the conditions described in this Order. When the Action has been terminated, a

1 Receiving Party must comply with the provisions of Section 13. Protected Material
2 must be stored and maintained by a Receiving Party at a location and in a secure
3 manner that ensures that access is limited to the persons authorized under this
4 Order.

5 7.2 Disclosure of “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
6 ATTORNEYS’ EYES ONLY” Information.

7 Unless otherwise ordered by the Court or permitted in writing by the
8 Designating Party, a Receiving Party may disclose any information or item
9 designated “CONFIDENTIAL” only to:

10 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
11 well as employees of said Outside Counsel of Record to whom it is reasonably
12 necessary to disclose the information for this Action;

13 (b) the Parties, and the officers, directors, and employees (including
14 House Counsel) of the Receiving Party to whom disclosure is reasonably necessary
15 for this Action;

16 (c) Experts (as defined in this Order) of the Receiving Party to whom
17 disclosure is reasonably necessary for this Action and who have signed the
18 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

19 (d) the Court and its personnel;

20 (e) court reporters and their staff;

21 (f) professional jury or trial consultants, mock jurors, and Professional
22 Vendors to whom disclosure is reasonably necessary for this Action and who have
23 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

24 (g) the author or recipient of a document containing the information or a
25 custodian or other person who otherwise possessed or knew the information;

26 (h) during their depositions, witnesses, and attorneys for witnesses, in the
27 Action to whom disclosure is reasonably necessary provided the witness sign the
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1 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
2 agreed by the Designating Party or ordered by the Court; and,

3 (i) any mediator or settlement officer, and their supporting personnel,
4 mutually agreed upon by any of the parties engaged in settlement discussions.

5 Unless otherwise ordered by the Court or permitted in writing by the
6 Designating Party, a Receiving Party may disclose any information or item
7 designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
8 Information only to:

9 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
10 well as employees of said Outside Counsel of Record to whom it is reasonably
11 necessary to disclose the information for this Action;

12 (b) Experts (as defined in this Order) of the Receiving Party to whom
13 disclosure is reasonably necessary for this Action and who have signed the
14 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

15 (d) the Court and its personnel;

16 (e) court reporters and their staff;

17 (f) professional jury or trial consultants, mock jurors, and Professional
18 Vendors to whom disclosure is reasonably necessary for this Action and who have
19 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

20 (g) witnesses to whom the Designating Parties agrees in writing and who
21 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

22 (i) any mediator or settlement officer, and their supporting personnel,
23 mutually agreed upon by any of the parties engaged in settlement discussions.

24 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED 25 IN OTHER LITIGATION

26 If a Party is served with a subpoena or a court order issued in other litigation
27 that compels disclosure of any information or items designated in this Action, that
28 Party must:

1 (a) promptly notify in writing the Designating Party. Such notification
2 shall include a copy of the subpoena or court order;

3 (b) promptly notify in writing the party who caused the subpoena or order
4 to issue in the other litigation that some or all of the material covered by the
5 subpoena or order is subject to this Protective Order. Such notification shall
6 include a copy of this Stipulated Protective Order; and

7 (c) cooperate with respect to all reasonable procedures sought to be
8 pursued by the Designating Party whose Protected Material may be affected. If the
9 Designating Party timely seeks a protective order, the Party served with the
10 subpoena or court order shall not produce any information designated in this
11 Action before a determination by the court from which the subpoena or order
12 issued, unless the Party has obtained the Designating Party's permission. The
13 Designating Party shall bear the burden and expense of seeking protection in that
14 court and nothing in these provisions should be construed as authorizing or
15 encouraging a Receiving Party in this Action to disobey a lawful directive from
16 another court.

17 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
18 PRODUCED IN THIS LITIGATION

19 (a) The terms of this Order are applicable to information produced by a
20 Non-Party in this Action.

21 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

22 If a Receiving Party learns that, by inadvertence or otherwise, it has
23 disclosed Protected Material to any person or in any circumstance not authorized
24 under this Stipulated Protective Order, the Receiving Party must immediately (a)
25 notify in writing the Designating Party of the unauthorized disclosures, (b) use its
26 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform
27 the person or persons to whom unauthorized disclosures were made of all the terms
28 of this Order, and (d) request such person or persons to execute the

1 Acknowledgment and Agreement to Be Bound” that is attached hereto as
2 Exhibit A. Unauthorized disclosure may result in sanctions.

3 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
4 PROTECTED MATERIAL

5 When a Producing Party gives notice to Receiving Parties that certain
6 inadvertently produced material is subject to a claim of privilege or other
7 protection, the obligations of the Receiving Parties are those set forth in Federal
8 Rule of Civil Procedure 26(b)(5)(B).

9 12. QUALIFICATION OF OUTSIDE EXPERTS AND CONSULTANTS

10 12.1 Neither Confidential nor Highly Confidential Material shall be
11 disclosed to any retained and/or testifying Experts or consultants who are current
12 employees of a direct competitor of any Party named in this Action.

13 13. MISCELLANEOUS

14 13.1 Right to Further Relief. Nothing in this Order abridges the right of any
15 person to seek its modification by the Court in the future.

16 13.2 Right to Assert Other Objections. By stipulating to the entry of this
17 Protective Order, no Party waives any right it otherwise would have to object to
18 disclosing or producing any information or item on any ground not addressed in
19 this Stipulated Protective Order. Similarly, no Party waives any right to object on
20 any ground to use in evidence of any of the material covered by this Protective
21 Order.

22 13.3 Filing Protected Material. A Party that seeks to file under seal any
23 Protected Material must comply with both Hon. Stanley Blumenfeld, Jr.’s Standing
24 Order for this case and Civil Local Rule 79-5.

25 14. FINAL DISPOSITION

26 Within 30 days after the final disposition of this Action, each Receiving
27 Party must return all Protected Material to the Producing Party or destroy such
28 material. As used in this subdivision, “all Protected Material” includes all copies,

1 abstracts, compilations, summaries, and any other format reproducing or capturing
2 any of the Protected Material. Whether the Protected Material is returned or
3 destroyed, the Receiving Party must submit a written certification to the Producing
4 Party.

5 Any violation of this Order may be punished by any and all appropriate
6 measures including, without limitation, contempt proceedings and/or monetary
7 sanctions.

8
9 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD:

10
11 DATED: November 13, 2023

/s/ Steven D. Park
Steven D. Park
Park Lawless & Tremonti LLP
Attorneys for Defendant
GENERAL MOTORS LLC

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14
15 DATED: November 13, 2023

/s/ Ryan K. Marden
Ryan K. Marden
Marden Law Inc.
Attorneys for Plaintiff
JOANNA KUEHL

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20 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED:

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22 DATED: November 14, 2023



Honorable Steve Kim
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
 _____ [print or type full address], declare under penalty of perjury
 that I have read in its entirety and understand the Stipulated Protective Order that
 was issued by the United States District Court for the Central District of California
 on _____ [date] in the case of *Joanna Kuehl v. General Motors LLC*,
 Case No. 2:23-CV-06980-SB-SK. I agree to comply with and to be bound by all
 the terms of this Stipulated Protective Order and I understand and acknowledge
 that failure to so comply could expose me to sanctions and punishment in the
 nature of contempt. I solemnly promise that I will not disclose in any manner any
 information or item that is subject to this Stipulated Protective Order to any person
 or entity except in strict compliance with the provisions of this Order. I further
 agree to submit to the jurisdiction of the United States District Court for the
 Central District of California for the purpose of enforcing the terms of this
 Stipulated Protective Order, even if such enforcement proceedings occur after
 termination of this Action. I hereby appoint _____ [print
 or type full name] of _____ [print or
 type full address and telephone number] as my California agent for service of
 process in connection with this action or any proceedings related to enforcement of
 this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____